April 19th, 1954

Radio Station WCSR Smith College Northampton, Massachusetts

Gentlemen:

We are engaged in the business of acting as a representative and agent for college and university student-operated radio stations in relation to all matters pertaining to national advertising.

We understand that you desire to secure national advertising and to employ us as your sole and exclusive agent in all matters whatsoever connected therewith, including the solicitation of national advertising accounts and the sale of your broadcast time to national advertisers. We agree to act as such agent, upon the following terms and conditions:

- l. You hereby appoint us as your sole and exclusive agent, throughout the United States and Canada, in all matters whatsoever pertaining to national advertising, including, but not limited to, the solicitation of national advertising and the sale of your broadcast time to national advertisers, for a period of one year from the date of this letter and from year to year thereafter, subject, however, to the right of either of us to terminate our agreement at the conclusion of the initial one year term hereof, or at the end of any succeeding contract year, on not less than ninety (90) days' written notice by registered mail, return receipt requested, given by one to the other.
- 2. You reserve the right to accept or reject any account obtained by us for any reason whatsoever, unless, in specific instances, you shall otherwise agree in writing.
 - 3. We hereby accept appointment as your agent, and agree:
 - (a) to employ and pay from our own funds such salesmen as we shall deem necessary to secure national advertising for you and the other college and university radio stations for whom we now or may hereafter act as agent;

(b) to maintain adequate offices for billing and collecting for all advertising sold:

- (c) to exercise reasonable care in extending credit to advertisers, and (d) in general, to devote our best skill, labor, attention and sales
 - ability to the solicitation of national advertising and the sale of broadcast time for you and the other college and university radio stations for whom we now or hereafter may act as agent.
- 4. All payments for national advertising shall be collected by us as your agent. We shall bill and collect in our own name, and shall remit to you for any account within ten (10) days after payment has been received by us. As compensation for our services in soliciting and procuring national advertising

Norwisenpton, Wassachusetts Gentlemen: These are evidentially and particular of particular and all paragraphs are ew matters pertaining to sational advortisance erent herusana, revesedadw ererres the mr mage eviauras one shee avey es av volq with, including the solicitation of national sivertiaing accounce and the solicitation. your broadcast time to national plusty-sons. We appear to act as such adent, up to tensifibons has enter gravellot son 1. You bereby appear by as your stie and exclusive agent, throughout the United States and Canada, in all anteres whatever perteching to emplanel orverticing, including, but not limited to, the solicitation of mellors were timed ever, to the right of either of us to terminate but gorsessent et the construction caipt requested, given by the to the noner. 2. You esserve the right to account or rojece any account of talent by us amijim ni 3. We been y more than a night and a contract of the second of the secon of broadcess time for you and the other coil on and enil as your agent. We shall bill and call of in our own rame, and shall resid to you

accounts for you, we shall receive a commission of twelve and three-quarters (12.75%) per cent of your share of the gross amount billed by us to each advertiser, which commission we shall be entitled to deduct from the sum to be remitted by us to you and the other college and university radio stations whom we represent. 5. We agree to take charge of the administration and servicing of all contracts for national advertising obtained by us for you, and to do all things reasonably necessary to service and handle such accounts, including, but not limited to, the entertainment of advertisers and their representatives, issuance of time orders, the distribution of commercial copy to stations, the distribution of production instructions to stations, the distribution of program formats, surveys and promotional aids to stations, and the collection of such broadcast affidavits and survey returns as the national advertisers or their agencies shall from time to time require. As compensation for these services, we shall receive, in addition to the commission specified in paragraph 4, a service fee of seven and one-quarter (7.25%) per cent of your share of the gross amount billed by us to each advertiser, which service fee we shall be entitled to deduct from the sum to be remitted by us to you and the other college and university radio stations whom we represent. 6. You covenant and agree that during the life of this agreement: (a) you will not accept any national advertising except through us, unless we shall give you our prior approval in writing; (b) you shall refer all inquiries pertaining to national advertising promptly to us and shall notify persons making such inquiries that you are represented by us; and (c) you shall supply us with any data reasonably required by us in connection with the solicitation of national advertising. 7. You agree that we may take any action which we deem necessary to collect delinquent accounts from national advertisers or to enforce advertising contracts, including the commencement, prosecution and defense of actions at law or suits in equity. The expenses in any such litigation shall be borne in such proportions as shall be mutually agreed upon. In the event that we cannot agree as to the apportionment of the expense of such litigation, we shall have the right, but not the obligation, to institute and prosecute any such action at our own expense and in your name. 8. For the purposes of this agreement, the term "national advertising" shall mean advertising purchased or placed by advertisers whose products, commodities or services are distributed or sold in more than one metropolitan market or in more than one state, provided, however, that contracts separately negotiated by us with you, and contracts between Eastern States Radio Corporation and you which may be assigned to us, pertaining to so-called "package program series," shall not be deemed "national advertising" and shall not fall within the purview of this agreement. 9. You covenant and agree that your rate card, attached hereto and made a part hereof, correctly sets forth the schedule of rates and discounts at which we are authorized to sell your broadcast time to national advertisers and their agencies; and that no change shall be made in the rates and discounts therein set forth, except on ninety (90) days' prior written notice to us. 10. This letter constitutes and expresses our entire agreement with respect to the terms and conditions under which we are to represent you, and all former agreements, promises and understandings relative thereto are herein merged. Any future changes, modifications or additions to the terms and conditions herein expressed must be in writing, signed by the party to be charged. - 2 -

PARTY OF THE CAPTER OF THE PARTY OF THE PART child like the on the cure and he we mentered permissions landform to be a term of the color of tribe of party on the company of the same and the same of the same timerating along as will ado engage independ on the income of the en es marine a primaria en de la marina de la compania del compania de la compania del compania de la compania del compania de la compania del compa Engle som appeal the control of the entreven Lagrance of the state And Lindon and many country for the first of the second state of the second of the second second second second Contraction of the first country of the second and consist a fight the contract the contract of the contract that the contract the contract of the contract of ANTENNA DEL PER CALLE DE LA CONTRACTOR D The Colorest resistant characters when who test about the conservation in the To particular the analysis of the definition of the second viscous of the second secon ... were at the control of the contr alkin dilingang dakeng sing curaya kinggin sadin. Isaba pada i cikin k g en 1981, a com a communa de segui de elsados esobres encidada que encidada encidada en el como encidada el c Estados estados en el como entre en el como entre el completo en el completo en el completo en el completo en e . A CARANTE TO A CARACTER OF STATE OF S

11. This agreement shall be interpreted and enforced in accordance with the laws of the State of New York. The invalidity or unenforceability of any term, covenant or condition contained in this agreement shall not be deemed to, and shall not, terminate, invalidate or render unenforceable any of the other terms, covenants or conditions hereof.

12. The failure of either of us, in any one instance or more, to insist upon the performance of any of the covenants, terms or conditions of this agreement, or to exercise any right or privilege herein conferred, shall not be con-

strued as thereafter waiving any such co privileges, but the same shall continue	
ment, will you please so signify by sign	s forth your understanding of our agree- ing your name beneath the word "Approved d copy of this letter, and returning the
	Yours very truly,
	COLLEGE RADIO CORPORATION 14 West 45th Street - New York 36, N. Y
	By Robert R. Vance, J.C. Vice-President
	A witness of the above signature should sign on the line below, giving title, if any:
	Witness)
APPROVED As of the day	
01	
Radio Station WCSR (Name of Station)	

Radio Station WCSR
(Name of Station)
Smith/College
(Where Located)
(Give title after signature)
Witnesses of the above signature should sign on the lines below, giving titles, if any:
(Faculty Advisor)
(Other witness)

II. This agreement of the York. Inc invalidity to incorpositive of any settle the laws of the State of the York. Inc invalidity to incorpositive of any term, coverant or condition contained in this agreement that he demand to demand the agreement that attraction to order or render the coverants or conditions never to incorposite the failure of the failure of the coverants, the open or more, to include the failure of the coverants, the open or conditions of this agreement, of the interior of the coverants, the conditions of this agreement, of the interior waiving any such coverances, terms, conditions, ranks or strike of the conditions, ranks or strike of the conditions, the conditions, the conditions and the conditions of the conditions of the conditions of the conditions of the conditions and the conditions and discovered the conditions of the conditions and the conditions of the conditions and the conditions and discovered the conditions of the conditions and the conditions and discovered the conditions of the conditions and the conditions and discovered the conditions of the conditions and the conditions and discovered the conditions of the conditions and the conditions and discovered the conditions of the conditions and discovered the coperance and discovered the conditions and discovered the conditio

The transfer and to price as the form of the control of the three control of the control of the

VERY YESV STAN

COLLEGE TARIC CONTOURTERS

Photology - Theody

A safesta of the chara Mighadura sounds sign on the Mine Laton, giving

(5200020)

The second seconds

the term of the same

Committee and a state of the

blocks agoranote event of the servented and and agoranote servented and agoranote servented agoranote serv

(dealyth yarded)

(Stone Winds)